

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 08-11-61270

HUD# 07-11-0841-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

MERCY HOUSING IOWA II LP

1999 Broadway Suite 1000

Denver, CO 80202

SUSAN MAIWALD

Sherwood Place Apartments

2334 Sherwood Drive

Council Bluffs, Iowa 51503

COMPLAINANT

DANA LANG

2331 Sherwood Drive Apartment 7

Council Bluffs, Iowa 51503

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant alleged Respondents failed to provide a reasonable accommodation. Complainant alleged on June 6, 2011, her son, who is a person with a disability, awoke at approximately 2:30 AM and was experiencing a night terror caused by his disability. On June 7, 2011, Respondents issued Complainant a 7-day notice for a noise disturbance. On June 11, 2011, Complainant alleged she requested Respondents rescind the 7-day notice as a reasonable accommodation, but Respondents failed to acknowledge or grant her request. Respondents allege the 7-day notice for a noise disturbance was issued because the noise coming from Complainant's apartment violated the other tenants right to quiet enjoyment of their rental unit. Respondents own or manage the subject property, a 32-unit apartment complex, at 2331 Sherwood Drive Apartment 7, Council Bluffs, Iowa 51503.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents agree to continue to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.

3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling.

42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2).

Voluntary and Full Settlement

4. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

5. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

6. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

7. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports related to this claim, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

8. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

9. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

10. Respondents agree Susan Maiwald and Jackie Klacik will participate in a Fair Housing training session offered by the Iowa Civil Rights Commission on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations from individuals with a disability.

Relief for Complainant

11. Respondents agree to rescind the 7-day notice issued to Complainant on June 7, 2011 and remove the 7-day notice from Complainant's tenant file.

12. The parties agree to treat each other with dignity and respect. Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without harassment or discrimination. Respondents agree to post the office hours that property managers will be available and on site. Complainant agrees to follow the terms of her lease agreement and all the Respondents' rules and regulations.

Respondents agree to follow the provisions of the Iowa Landlord and Tenant Act regarding access to Complainant's apartment and give 24-hours notice prior to entering Complainant's apartment.

13. Respondents agree that all future requests for reasonable accommodations by Complainant will be handled in a timely fashion and in accordance with the Respondents' Reasonable Accommodation/Modifications Policy. Respondents will provide Complainant with a form to make a written request for accommodations/modifications documenting the date and time the request was made. Respondents will immediately provide Complainant with a photocopy of the written request. The property manager will verify receipt of the reasonable accommodation request within three business days. The 504/ADA Coordinator will approve or disapprove a reasonable accommodation request as soon as possible, and in writing using RA/MP Form 09. The Coordinator's response will be made within 10 business days if no verification is required and 15 business days if verification is needed to make the decision.

14. Respondents agree that all future maintenance repair requests by Complainant will be handled in a timely fashion. Respondents will provide Complainant with a form to make a written request for maintenance repair documenting the date and time the request was made. Respondents will immediately provide Complainant with a photocopy of the written request. Within 72-hours of receiving a maintenance repair request, Respondents will communicate in writing their response.

Respondents agree if Complainant has any issues that cannot be resolved directly with Respondents' staff at Sherwood Place Apartments, Complainant or her representative can contact Jackie Klacik at the corporate office at 402-393-2096 or at 515-864-9100.

Signatures on Following Page (Page 5)

Mercy Housing Iowa II LP, RESPONDENT	Date
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By Mercy Properties, Inc. (General Partner)

Susan Maiwald, RESPONDENT	Date
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Dana Lang, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION